

EXHIBIT

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LETTER TO WELLS FARGO HOME MORTGAGE DATED 4/17/2013

4/17/2013
Timothy J Dietz
2503 34th Ave
Longview Wa 98632
360-442-9832
Loan Number: 708-0210180881

Subj: Documents Request and demand to cease collection/foreclosure Activities

I am sorry if this letter seems quite lengthy but I have quite a few concerns. I am having difficulty understanding everything that I have looked at to date and have unanswered questions and concerns. I have been told by WFHM that Wells Fargo is the investor and the servicer but I do not know if that is WFHM or WFB N.A. Since I did not know what "investor" meant I have looked that up Blacks Law Dictionary. I learned that being an investor does not necessarily make an investor the owner or the holder of the note. Through diligent research on my part I have discovered that WFHM and WFB N.A. are not one in the same. In fact, they are two different entities with WFHM being a Subsidiary of WFB N.A. So that has raised the question of who actually allegedly purchased my promissory note from Hyperion Capital Group and when did that event occur. I have also asked for a validation of this alleged debt from WFHM but I have still not received validation or verification from WFHM. I have asked for assignments from WFHM and WFHM has been uncooperative in providing those.

Eventually I sent a second request to WFHM and response from WFHM informed that WFHM allegedly purchased my note from HCG after closing but that still did not answer the question of when this event occurred. By law, I am entitled to a notice of sale of the Promissory note but WFHM did not provide one at the time of the alleged sale and to this day still refuses to provide that notice. I am still having a hard time connecting you with any debt that I may owe and you have not been helping me with establishing that connection. So, I decided that I would have to attempt to establish that connection on own and I have uncovered a lot of confusing elements which in turn has raised even more questions so I am going to try my best to intelligently run through these discoveries.

Let me start out with requisites or requirements that MUST be met PRIOR TO the start of any foreclosure. Section 6(B) of my promissory note and section 9(b) of my Deed of Trust requires that the Lender receive prior approval of HUD Secretary. Phone calls that I made to HUD did not reveal any proof that the Lender ever made any request for approval. This would have to constitute a breach of contract and subject the Lender to penalties.

How about the state statutes that you are already aware of. RCW 61.24 dispenses with many protections commonly enjoyed by borrowers under judicial foreclosures, lenders must strictly comply with the statutes and courts must strictly construe the statutes in the borrower's favor. The document that you had sent to me commonly known as the "Foreclosure Loss Mitigation Form" which is required under RCW 61.24 is faulty and thus is a nullity resulting in the requisite as set forth in RCW 61.24.031(9) as not being met. This document presented to me (1) Does not state the correct Beneficiary or Loan Servicer as Wells Fargo Home Mortgage has made it clear that it is not Wells Fargo Bank N.A., (2) is signed by Deitric Hemphill who is neither the Beneficiary nor the Authorized Agent for the Beneficiary. This fact can be verified and has already been established in the Federal Courts rendering this a fraudulent signature and holding Deitric Hemphill liable for perjury, (3) is signed by Gladys Limon as an Assistant Secretary for Quality Loan Service and yet she does not appear to be an employee of Quality Loan Service. These are all telltale signs of fraud and would have to be addressed.

Back in November of 2012 I requested that you validate the debt you allege that I owe and as of 4/16/2013 I have still not received that validation. I did however, receive documents from you that fall short of an actual validation. The courts have ruled on what "validation" is and you have not met the requirements as set forth in the Federal Courts that would constitute a validation. Since you are a debt collector, by your own admissions, by the guidelines of the FDCPA and as set forth by the Federal Courts you are subject to the FDCPA. The sale of a home to satisfy a debt has already been addressed by the Federal Courts and falls within the definition of being a debt. The Fair Debt Collections Practices Act under 15 U.S.C. § 1692 g(b) states that "The debt collector shall cease collection of the debt until the debt collector obtains verification of the debt and a copy of such verification is mailed to the consumer." You received my request for verification on or about November 6th 2012. I received a notice of trustee sale on or about January 15th 2013 which constitutes a collection activity before validation or verification was received. Since you have continued attempts to collect an alleged debt before verifying and validating the alleged debt then you are subject to the penalties as set forth under the FDCPA.

There are more requisites that have not been addressed or mentioned here but you only need to violate one to be subject to penalties under Federal and State laws. There is plenty of case law specifically involving WFHM so "knowingly violating" laws and statutes would be easy to establish.

You did not provide me a copy of any assignments as I have requested, but that's okay. I found not one but two Assignments of the Deed of Trust that were recorded a day apart from each other. So lets take a look at the first one. Wells Fargo Home Mortgage is a subsidiary of Wells Fargo Bank N.A. It is well established that these are stand alone entities, making them two distinct and separate companies. In a conversation with Wells Fargo Home Mortgage it was confirmed that Wells Fargo Home Mortgage allegedly purchased my note from Hyperion Capital Group LLC In 2008. On May 17, 2011 an assignment of the Deed of Trust was recorded into the public records of Cowlitz County. This was an assignment from MERS (they only hold legal title and nothing more) to Wells Fargo Bank N.A. Since it was assigned to the wrong party it establishes the Assignment of the Deed of Trust as a nullity leaving the Note as unsecured. That would mean that any actions you take with regards to a foreclosure as violations of both State and Federal laws but you already know this, there is plenty of case law to support this.

Now for the next flaw in the first Assignment of Deed of Trust. If Wells Fargo Home Mortgage purchased my note in 2008 as they say they have, then they also purchased all of Hyperion Capital Group LLC interests and rights to my property. In other words, Hyperion Capital Group LLC had absolutely no rights whatsoever in 2011, beneficial or otherwise, to my property. That being the case, there would be absolutely no way for MERS to assign this interest (Interest HCG allegedly relinquished in 2008) that Hyperion Capital Group LLC did not have (which MERS could never legally assign anyway) in my property to Wells Fargo Bank N.A. This alone vacates any legal standing of the Assignment of the Deed of Trust making it a nullity. Since the Deed of Trust follows the note as required by law, and it is apparent that they have been bifurcated then it has rendered the alleged Note as unsecured. There is plenty of case law to support this as well.

Okay, follow me on over to some additional issues with the first Assignment of the Deed of Trust. Remember, this document is already a part of public record and subject to penalties of the laws governing the recording of false documents into public record. The Assignment of Deed Of Trust was (1) signed in the state of Minnesota by an alleged representative of MERS in 2011. MERS was not registered to do business in the state of Minnesota until 2013, (2) signed by Amy Toske as Assistant Secretary for MERS. Amy Toske has never worked for MERS and is in fact an employee of Wells Fargo Home Mortgage. What was interesting to discover is that the real Amy Toske has never signed my Assignment of Deed of Trust. (Can anyone say Fraud once again), (3) signed by Sandra Parrish as the Notary. It is hard to establish if she

actually signed my Assignment of Deed of Trust as the Notary since all the documents that I have in my possession that were allegedly signed by Sandra Parrish and the signatures are all different.

Now lets take a look at the second Assignment of the Deed of Trust. On May 18, 2011 an assignment of the Deed of Trust was recorded into the public records of Cowlitz County. AS with the first one, this was an assignment from MERS (they only hold legal title and nothing more) to Wells Fargo Bank N.A. Since it was assigned to the wrong party it establishes the Assignment of the Deed of Trust as a nullity leaving the Note as unsecured.

Now for the next flaw in the second Assignment of Deed of Trust. As with the first Assignment of the Deed of Trust, if Wells Fargo Home Mortgage purchased my note in 2008 as they say they have, then they also purchased all of Hyperion Capital Group LLC interests and rights to my property. In other words, Hyperion Capital Group LLC had absolutely no rights whatsoever in 2011, beneficial or otherwise, to my property. That being the case, there would be absolutely no way for MERS to assign this interest (Interest HCG allegedly relinquished in 2008) that Hyperion Capital Group LLC did not have (which MERS could never legally assign anyway) in my property to Wells Fargo Bank N.A. This alone vacates any legal standing of the Assignment of the Deed of Trust making it a nullity. Since the Deed of Trust follows the note as required by law, and it is apparent that they have been bifurcated then it has rendered the alleged Note as unsecured.

Okay, now we can look at some additional issues with the second Assignment of the Deed of Trust. Remember, this document is already a part of public record and subject to penalties of the laws governing the recording of false documents into public record. The Assignment of Deed Of Trust was (1) signed in the state of Minnesota by an alleged representative of MERS in 2011. MERS was not registered to do business in the state of Minnesota until 2013, (2) signed by Mark Lee as Assistant Secretary for MERS. Mark Lee has never worked for MERS and is in fact an employee of Wells Fargo Home Mortgage, (3) signed by Deborah Humphrey as the Notary. It is hard to establish if she actually signed my Assignment of Deed of Trust as the Notary since all the documents that I have in my possession that were allegedly signed by Deborah Humphrey have signatures that are all different.

Moving beyond the Assignment of the Deed of Trust there are also irregularities with the Appointment of the Trustee and with the Promissory Note. In fact, the promissory note has the classic signs of a copy being signed and not the original.

Finally, AS REQUIRED BY FEDERAL AND STATE LAW, you are to cease any further foreclosure and/or debt collection actions until all legal conditions precedent have been met and satisfied. If you continue to move forward and do not cease your foreclosure activities then I will be obligated to my family to use any and all legal judicial remedies available to me to prevent and/or reverse a wrong.

In closing, I would like to say that all that has been addressed above is just scratching the surface of what I have been able to uncover over the past several months. Both lenders and borrowers alike are expected to respect their obligations to each other and when one party disrespects and compromises that trust then they undermine the core values that are so important to us all. Wells Fargo Home Mortgage has broken that trust.

In my research over the past several months I have uncovered numerous times over the past several years that WFHM has found themselves in litigation because of that broken trust in which people have entrusted you to safeguard. You have been ruled against many, many times and yet you continue the same deceptive practices that have been costing you thousands in litigation costs which indirectly affects the rest of us.

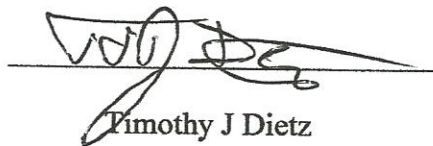
As I stated before, my family depends on me to safeguard them and to do the right thing just as much as the American People have depended upon me during my military career to safeguard their rights. Should we need to resolve this issue through litigation then I am fully prepared to defend and protect my family and the rights of others from fraudulent activities. No matter the judicial outcome, it will not be without cost to either one of us, especially if further case law is established against you. If you are okay with that then, well, so am I. If there is a sale of my property and I am successful in pleading my case of fraud and a wrongful sale then it will more than likely be at a grave cost to anyone involved with wrongdoing. The question is whether the rewards to you outweigh any risks involved.

No matter your decision, I want to thank you for time and your prompt attention to this Matter.


Timothy Dietz

In accordance with 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

This 17th day of April, 2013.


Timothy J Dietz

Washington State
Cowlitz County
Sworn to before me, this 17th day of April, 2013.


Notary Public
Exp 06/14/14

